



SEABOARD COAST LINE RAILROAD COMPANY

Treasury Department

P. O. Box 27581

Richmond, Virginia 23267

LEONARD G. ANDERSON
VICE PRESIDENT AND TREASURER

October 3, 1977 OCT 5 1977 3 00 PM

7-278065

INTERSTATE COMMERCE COMMISSION

Mr. H. Gordon Homme
Acting Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Date OCT 5 1977
Fee \$

ICC Washington, D. C

Dear Mr. Homme:

I am enclosing for filing and recordation under the provisions of Section 20c of the Interstate Commerce Act, as amended, counterparts Nos. 1 - 3, inclusive, of Amendment (dated as of September 15, 1977) to Transfer Agreement, dated as of April 1, 1977, filed with your Commission on April 26, 1977 at 11:40 AM and assigned Recordation No. 8791-B. The Amendment by its terms provides that each counterpart shall be deemed an original and, accordingly, counterpart No. 3 may be treated as the original and the others as counterparts thereof.

(1) Names and addresses of the parties to the Amendment to Transfer Agreement

- (a) Transferor - Trust Company for USL, Inc., as Owner Trustee, P. O. Box 66011, AMF, O'HARE, Chicago, Illinois 60666
- (b) Transferee - Mercantile-Safe Deposit and Trust Company, as Agent, P. O. Box 2258, Baltimore, Maryland 21203

(2) Description of the equipment covered by the Transfer Agreement, as amended

Identifying marks:

"Ownership Subject to a Security Agreement filed under the Interstate Commerce Act, Section 20c"

Handwritten notes:
O. Anderson
H. G. Homme
10/6/77

Mr. H. Gordon Homme

<u>General Description</u>	<u>Type of Equipment</u>	<u>A.A.R.Mech. Design.</u>	<u>Number</u>	<u>SCL Road Numbers</u>
Covered Cement Phosphate Hopper Cars	77-ton	LO	200	202550-202749, incl.
Box Cars	50' 55-ton	XM & XL	500	27800-28299, incl.
Coal Hopper Cars	77-ton	HT	350	162975-163324, incl.

- (3) Counterparts Nos. 2 and 3 of the above-mentioned Amendment to Transfer Agreement should be returned to Mr. Erle J. Zoll, Jr., representing the undersigned, 1000 Connecticut Avenue, N.W., Washington, D. C. 20036.

I am enclosing this company's check in the amount of \$10.00 made payable to the Commission covering the recordation fee for the Amendment to Transfer Agreement.

Very truly yours,

SEABOARD COAST LINE RAILROAD COMPANY

By Leonard G. Anderson
Leonard G. Anderson
Vice President and Treasurer

Interstate Commerce Commission
Washington, D.C. 20423

10/6/77

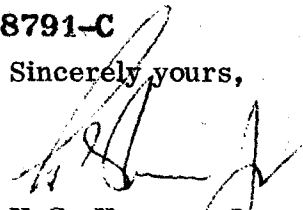
OFFICE OF THE SECRETARY

Leonard G. Anderson
Vice President & Treasurer
Seaboard Coast Line RR.CO.
P.O.Box 27581
Richmond, Virginia 23261

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on **10/5/77** at **3:00pm**
and assigned recordation number(s) **8791-C**

Sincerely yours,


H.G. Homme, Jr.
Acting Secretary

Enclosure(s)

SE-30-T
(6/77)

RECORDATION NO. 8791-C Filed & Recorded

COUNTERPART NO. 1 OF
6 COUNTERPARTS.

OCT 5 1977-3 00 PM

INTERSTATE COMMERCE COMMISSION
AMENDMENT TO TRANSFER AGREEMENT

September 15, 1977

Mercantile-Safe Deposit
and Trust Company,
not in its individual capacity
but solely as Agent,
Post Office Box 2258
Baltimore, Maryland 21203

Attention of Corporate Trust Department

Gentlemen:

We have entered into a Transfer Agreement dated April 1, 1977 (hereinafter called the Transfer Agreement) which was filed and recorded with the Interstate Commerce Commission on April 26, 1977, at 11:40 a.m., and assigned Recordation No. 8791-B. Attached to the Transfer Agreement as Annex I is a description and road numbers of the Hulks to be reconstructed. Annex I of the Transfer Agreement is hereby amended to include an additional 50 50' 55-ton Box Cars so that Annex I as amended will read as follows:

<u>Quantity</u>	<u>Description</u>	<u>To Be Selected from Series Bearing SCL Road Numbers</u>
500	50' 55-ton Box Cars	631000/631799 827000/827499 632000/632339
350	77-ton Coal Hopper Cars	838650/839849 840000/840499
200	77-ton Covered Cement Phosphate Hopper Cars	686100/687299

By signing a copy of the letter as hereinafter provided you will thereby assign to the undersigned all right, title and interest to the above described Hulks.

Except as amended hereby, the Transfer Agreement remains unaltered and in full force and effect.

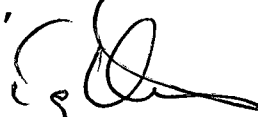
This Amendment may be executed in any number of counterparts, which together shall constitute but one instrument.

If the foregoing is in accordance with your understanding, please sign a copy of this letter in the space provided and return it to the undersigned, whereupon this letter shall become a valid and binding agreement between us as of the date hereof.

Very truly yours,

TRUST COMPANY FOR USL, INC.,
not personally but solely
as trustee,

by



Trust Officer

[CORPORATE SEAL]

Attest:

by



Authorized Officer

Title: Trust Officer

ACCEPTED:

MERCANTILE-SAFE DEPOSIT
AND TRUST COMPANY,
not in its individual
capacity but solely as
Agent,

by



Assistant Vice President

[CORPORATE SEAL]

Attest:

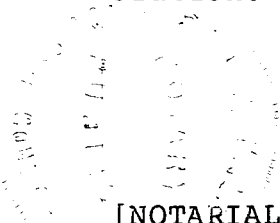
by



Corporate Trust Officer

STATE OF ILLINOIS,)
) ss.:
COUNTY OF DUPAGE,)

On the 22 day of September 1977, before me personally appeared Thomas G. Thomson, to me personally known, who, being by me duly sworn, says that he is a Trust Officer of TRUST COMPANY FOR USL, INC., that the seal affixed to the foregoing instrument is the corporate seal of said association and that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was a free act and deed of said association.



Susan P. Paulsen
Notary Public

[NOTARIAL SEAL]

My commission expires

My Commission Expires March 24 1981

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this 26th day of September 1977, before me personally appeared G. J. Johnston, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was a free act and deed of said corporation.

Dorothy E. Scharf
Notary Public

[NOTARIAL SEAL]

commission expires 7-1-78

DOROTHY E. SCHARF
NOTARY PUBLIC
My Commission Expires July 1, 1978